

# ***EXHIBIT 10***

LAW OFFICES OF  
**GOMEZ & GOMEZ**

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**VIA EMAIL: [ann.cosimano@ARAGlegal.com](mailto:ann.cosimano@ARAGlegal.com)**

February 12, 2024

Ann Cosimano, General Counsel  
ARAG Legal Insurance  
500 Grand Avenue, Suite 100  
Des Moines, IA 50309  
800-888-4184 x 288

**Re: Fritzgerald vs. McNae  
Case No.**

**1:22-c-v-22171-JEM – United States District Court  
Southern District of Florida**

**ARAG Id No.: 177202672170  
Named Insured: William McNae  
Coverage Case No: 3266236  
Covered Insured: Ronda McNae  
Our File No.: 5688**

Dear Ms. Cosimano:

Enclosed please find the executed Amendment to ARAG Attorney Agreement regarding the above referenced matter. Please return an executed copy for my file.

Please make a note of my cell phone number which is the best way to reach me should you have any questions at any time during our representation of Ms. McNae in this matter 305-336-9175.

Very truly yours,

/s/ Richard M. Gomez

RICHARD M. GOMEZ  
RMG/lb  
Enclosure



Legal Insurance

## Amendment to ARAG Attorney Agreement

This Amendment ("Amendment") shall modify the ARAG Attorney Agreement ("Agreement") by and between ARAG North America Incorporated ("ARAG") and Network Attorney Richard Gomez ("Attorney").

Attorney and ARAG agree that the terms of this Amendment shall apply solely with respect to Covered legal services rendered to Ronda McNae by Attorney in the following litigation, exclusive of any appellate or remanded proceedings ("Subject Litigation"):

*Michael Fitzgerald v. Ronda McNae*, Case No. 1:22-cv-22171-JEM (U.S. Dist. Ct., S.D. Fla.)

Our Named Insured: William McNae

Insured Covered by this Amendment: Ronda McNae ("Client")

Certificate No.: C-10377 (the "Policy")

Member ID: 177202672170

Policy Term: January 1, 2022 through December 31, 2022

- A. **Section 4. Legal Services Fees, B. Payments for Covered Services, subsection i** of the Agreement shall be replaced in its entirety with the following:

Attorney may invoice ARAG at the following rates as payment in full for actual time spent on Covered services:

- (i.) Attorney \$450 per hour.
- (ii.) Associate Attorney \_\_\_\_\_
- (iii.) Legal Assistant or Paralegal \_\_\_\_\_

Attorney will make no additional charges to the Client for attorney's fees unless the Plan Document allows. Payments made by ARAG on behalf of the Client shall be deemed payment when received by Attorney. To the extent benefits do not provide for the payment of costs and expenses incurred on behalf of the Client, Attorney is entitled to obtain reimbursement from the Client for such out-of-pocket expenses including, but not limited to: copy/printing charges; postage, fax charges; telephone charges; filing fees, court fees; delivery services fees; court reporter fees; transcripts; expert fees; witness fees; subpoena fees; private investigators; mock-ups or models; any computer, audio or visual equipment or rental of; and title work. Covered services may not be combined for any one matter to increase maximum fees.

Attorney shall provide a detailed invoice of actual time spent on Covered services to ARAG on at least a monthly basis. If Attorney's billing system rounds up, it must round to the next tenth-hour increment or less.

- B. **Section 1. Definitions, Paragraph B** of the Agreement shall be replaced in its entirety with the following:

"**Case Confirmation**" refers to the document provided by ARAG to the Client or Attorney acknowledging the Subject Litigation.

- C. Neither any provision of this Amendment, nor ARAG's entry into this Amendment, nor any other act or omission of ARAG constitutes, or is intended to constitute, any total or partial waiver or impairment of any coverage defenses ARAG may have under the Plan Documents and/or applicable law; provided, however, that ARAG will

not, on the basis of lack of coverage, seek to recoup any payments made under this Amendment to the extent such payments are for Covered services rendered by Attorney to Client before the expiration of fourteen (14) days' written notice to Attorney that ARAG will no longer treat the Subject Litigation as if it were a Covered matter.

- D. All remaining terms and conditions of the Agreement remain unchanged. For avoidance of doubt, this Amendment does not apply to or change the Agreement with respect to any engagement other than the Subject Litigation. This Amendment has been agreed upon and executed by the following authorized representatives.

Attorney

ARAG

  
Attorney Signature

  
Ann Cosimano

  
Printed Name, Title

Ann Cosimano, General Counsel  
Printed Name, Title

  
Date

2/14/2024  
Date